

Document # 4443A

MEMORANDUM

MAY 10, 1984

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT J. RYAN, DIRECTOR

SUBJECT: FUNDING FOR THE COLUMBIA POINT COMMUNITY TASK FORCE, INC.

At the time that the Authority granted Tentative Designation to the redevelopment team which will rebuild the public housing at Columbia Point, the Authority also voted to become a party to a Memorandum of Understanding Among the Boston Housing Authority, Boston Redevelopment Authority, and Columbia Point Community Task Force, Inc. The Memorandum commits the Authority to providing funding for the Task Force until such time as it becomes a business partner with the redevelopment team.

The Authority's staff has been working closely recently with the Task Force, guiding it in developing a work plan and budget which will enable it to become a self-sustaining business partner within the next two years and which meets the funding requirements of the Authority's funding sources. As a result of those efforts, a contract between the Authority and the Task Force, attached, has been produced which contains a scope of work and describes services to be performed for the Authority. Specifically, the contract will enable the Task Force to continue in its role as a public participant in reviewing and shaping the plans for Columbia Point's new 1,400 unit mixed-income community. Also, the Task Force will receive organizational development training and conduct both public discussions and private negotiations aimed at defining the Task Force's new role as a business partner in the new development.

In the spirit of cooperation so vital to this project and under the terms of the Memorandum of Understanding, the Boston Housing Authority and the redevelopment team have each contributed comparable sums toward the funding of the Task Force. The Authority's contribution to the Task Force's budget was provided for in budgeting FY '84 CDBG funds.

It is recommended, therefore, that the Authority authorize its Director to execute the above described contract for the Authority.

An appropriate vote follows:

VOTED: That, subject to review and approval of the contract by the Neighborhood Development and Employment Agency, the Director is hereby authorized to enter into a one-year contract with the Columbia Point Community Task Force, Inc., in the amount of Fifty Seven Thousand (\$57,000.00) Dollars on behalf of the Authority, substantially the same as the contract attached hereto, which shall provide CDBG funds to the Columbia Point Community Task Force, Inc. so that it can continue to participate in the redevelopment of Columbia Point.

AGREEMENT

Between the BOSTON REDEVELOPMENT AUTHORITY and the COLUMBIA POINT COMMUNITY TASK FORCE, INC.

THIS AGREEMENT is made and entered into the ____ day of _____, 1984, by and between the BOSTON REDEVELOPMENT AUTHORITY, a Massachusetts corporation incorporated under Ch. 121B of the Massachusetts General Laws and an agency of the City of Boston, (hereinafter, the "AUTHORITY") and the COLUMBIA POINT COMMUNITY TASK FORCE, INC. (hereinafter, the "TASK FORCE"), a non-profit corporate organization representing the residents of the Columbia Point public housing development (hereinafter, "Columbia Point").

WHEREAS, the TASK FORCE is the representative body of the residents acting under the By-Laws and Articles of Incorporation of the TASK FORCE, copies of which are attached hereto for reference as Exhibit "A";

WHEREAS, the duly elected governing body of the TASK FORCE is known as the Board of Directors (hereinafter, the "Board");

WHEREAS, the AUTHORITY and the TASK FORCE are working together to prepare for and embark upon a complex and extensive redevelopment program of Columbia Point (hereinafter, the "redevelopment"); and

WHEREAS, the AUTHORITY has recognized under a multi-party agreement known as the Memorandum of Understanding, and continues to recognize, that the TASK FORCE requires financial resources and technical assistance to be able to participate in the redevelopment process.

NOW, THEREFORE, the AUTHORITY and the TASK FORCE agree as follows:

ARTICLE 1. SCOPE OF SERVICES

The TASK FORCE, in furtherance of the best interests of Columbia Point and the redevelopment thereof, and in consideration of payment hereunder, shall work toward accomplishment of its goals, which for the period of this Agreement the Task Force projects shall include but not be limited to the following:

1. It will actively prepare for and negotiate a full partnership role in all decisions of the eventual ownership entity of the redeveloped Columbia Point, including but not limited to decisions governing the development program, design and construction, financing and subsidies, management and marketing, affirmative action, tenant services, relocation and rehousing, and any sale and/or refinancing of Columbia Point;
2. It will voice the concerns and desires of Columbia Point residents with respect to architectural and design matters that will shape the future environment of the redeveloped Columbia Point;
3. It will plan for and assist the residents of Columbia Point in responding to the challenges arising from the transition to a mixed-income community that will occur during the redevelopment process; and
4. It will engage in Board training, budget planning, and management training to the end of establishing a sound organizational structure for its increasingly active role in social service, partnership and management affairs in the redeveloped Columbia Point.
5. It will generally carry on a strong and vital role in implementing the goals and commitments stated in the Memorandum of Understanding.

In order to accomplish the foregoing, the TASK FORCE currently maintains or projects that during the contract year it shall initiate and develop the following activities:

- a) Employment - Oversee the progress of resident hiring and training programs; assist the employment consultant in the identification and placement of residents in union training programs; track the progress of affirmative action efforts by various contractors working on the redevelopment; and generally promote the employment of current Columbia Point residents in stable jobs which offer the potential for learning valuable skills.
- b) Budget - Formulate and present an annual budget; coordinate funding sources and cash flow; review actual spending during the year and revise the budget accordingly; work with the accounting consultant to prepare end of the year reports; and

participate in the preparation of, and review, ongoing reports of expenditures under the budget.

c) Social Services. Organize and promote a broad range of social services necessary or desirable in light of the special needs of Columbia Point residents, and work with the social services consultants, in such areas as: surveying the needs and expectations of current residents with regard to the redevelopment; planning so that relocation can be accomplished in the least disruptive way possible; meeting the special needs of the Hispanic community; promoting youth activities; promoting cultural and/or artistic programs and activities of benefit to the overall Columbia Point community; assisting residents with special needs, such as in working out housing situations for doubled up families; and working with elderly residents to accommodate their needs during relocation.

d) Partnership and Development - Participate as a principal in the structuring of both interim and permanent management; negotiate and monitor rent abatement and arrearage matters; work out partnership arrangements with the private developers; undertake liaison efforts towards Columbia Point's neighbors; and concern itself generally with arranging for the future operations of the Columbia Point community.

e) Subsidies - Review the various proposals from time to time for federal, state and local subsidies; work with TASK FORCE consultants to keep apprised of and comment upon subsidy matters; work with the private developers on any matters incident to obtaining or administering subsidies such as grant writing or budgeting; and generally oversee the compliance by all parties to the Memorandum of Understanding to those parts of that document related to the long term provision of 400 units of low income housing at Columbia Point.

f) Design - Review all site plans and architectural renderings of the redevelopment; survey the housing needs and desires of current residents and seek to insure that the redevelopment design accommodates those needs as fully as possible; work with the TASK FORCE design consultant to promote a design sensitive to the needs of the residents, the nature of the site, and the harmonious functioning of the future Columbia Point community.

g) Fundraising - Seek out sources of funds to enable the TASK FORCE to operate independently and on an equal footing with all other participants in the redevelopment; explore alternative sources of funding.

h) Community Outreach - Continue to sponsor and publicize community meetings from time to time at which residents will be able to give their reactions to current developments, the TASK FORCE will be able to present redevelopment matters for public discussion, or the members of the redevelopment team or other outside parties will appear to discuss redevelopment matters with the community at large.

i) Special Events - Sponsor from time to time special events of interest or benefit to the general community.

j) General TASK FORCE Administration - Maintain an office, open during regular business hours, as a nerve center for all of the above activities, and as a resource center for residents with general questions about community conditions or the redevelopment process.

In presenting the foregoing description of the expected scope of TASK FORCE activities; the TASK FORCE in no way intends to limit the committees or activities which it may, in its discretion, choose to undertake or maintain from time to time.

Staff

The TASK FORCE will maintain a paid staff adequate to carry out its various responsibilities under this Agreement. To that end, the TASK FORCE will hire an Executive Director, an Assistant Director and an Office Assistant/Secretary at compensation rates not to exceed those provided in the Budget attached hereto as Exhibit "B". Descriptions of the duties of the Executive Director and the Assistant Director are attached hereto as Exhibit "C".

ARTICLE II: PROGRAM MONITORING, PERFORMANCE STANDARDS AND
AGREEMENT COMPLIANCE

A. Program Monitoring

Program activities and performance will be monitored on a monthly basis. Monthly reports shall be submitted by the TASK FORCE to the AUTHORITY by the 15th day of each month detailing appropriate information for the preceding month. The Monthly Report shall be in a form satisfactory to the AUTHORITY and shall include but not be limited to a brief description of the status of services and activities provided by the TASK FORCE. -

B. Performance Standards

1. The TASK FORCE agrees to comply with all applicable laws, ordinances and regulations including, but not limited to, those relating to payment of wages, and agrees to assume, with respect to the AUTHORITY, all obligations of law and regulations imposed upon the AUTHORITY by the City of Boston, or other governmental authority, with respect to this AGREEMENT. Particular attention is called to Federal Office of Management and Budget publications OMB A-87, Attachment B, and OMB A-102, Attachments O and P regarding procurement standards, allowable costs and audit requirements for Federally funded activities. The Authority shall provide the Task Force with copies of said OMB publications.
2. The TASK FORCE shall establish and maintain active TASK FORCE committees or other bodies to facilitate participation of Columbia Point residents in the activities of the redevelopment and of the TASK FORCE. Such bodies or committees shall be adequate to monitor and direct the TASK FORCE's activities under the supervision of the Board. The AUTHORITY hereby confirms that currently existing Task Force committees which are engaged in a number of the activities described in Article I hereof satisfy the requirements of this Article II (B)(2), but that committees or bodies in addition to or in substitution for such existing committees may also be adequate to satisfy the requirements of this Article II (B)(2).

C. Contract Compliance

Compliance with this AGREEMENT shall be measured by the following:

- a. By progress towards carrying on the activities stated in ARTICLE I of this AGREEMENT.
- b. By the submission of accurate and timely reports stated in ARTICLE II of this AGREEMENT.
- c. By meeting the Performance Standards stated in ARTICLE II of this AGREEMENT.

ARTICLE III: PERIOD OF PERFORMANCE

The term of this AGREEMENT shall be from May __, 1984 through May __, 1985.

ARTICLE IV: FUNDING AMOUNT

Total funding to the TASK FORCE under this AGREEMENT shall not exceed the amount of Fifty-Seven Thousand Dollars (\$57,000). Funding shall be used in accordance with and for the items listed in Exhibit B, (the Budget) only, which is attached to this AGREEMENT and made a part of this AGREEMENT.

ARTICLE V: METHOD OF PAYMENT AND ACCOUNTING RECORDS

Payment shall be made in reimbursement of expenditures made or expenses incurred by the TASK FORCE under this Agreement. The TASK FORCE shall submit to the AUTHORITY the financial records required under ARTICLE VI. The AUTHORITY shall review said statements, and if they are consistent with this AGREEMENT, the AUTHORITY shall promptly pay to the TASK FORCE the amount of the expenditures shown in said statements. This method of payment shall continue for the duration of the AGREEMENT unless another arrangement is agreed upon by both parties.

ARTICLE VI: ACCOUNTING PROCEDURES

1. Prior to the payment of any invoices under this AGREEMENT, the TASK FORCE shall establish a bank account, or continue an existing account, into which any funding hereunder can be deposited.

2. The bank account shall require two (2) signatures on each check. The TASK FORCE shall determine who will have check signing privileges. All persons with check signing privileges must sign bank authorization forms. The TASK FORCE shall notify the AUTHORITY of the bank holding the account and of the person(s) holding check signing privileges.
3. The AUTHORITY shall provide financial consulting services to assist the TASK FORCE in setting up and maintaining the accounting procedures for the funding.
4. The TASK FORCE shall submit copies of its financial records as requested in writing by the AUTHORITY for items relevant to the items funded hereunder and listed in Exhibit B.
5. Any financial statements submitted to the AUTHORITY shall include a signed statement by the TASK FORCE Treasurer who prepared the statement, attesting to their accuracy.
6. All requests for substantial budget line-item changes must be approved by the AUTHORITY. Changes of less than One Thousand Dollars (\$1,000.00) shall not require approval by the AUTHORITY.
7. The TASK FORCE shall provide in writing to the AUTHORITY a description and cost of any capital (furniture and equipment) item(s) to be purchased if the cost exceeds that listed for such item(s) in Exhibit B. If extenuating circumstances arise, the AUTHORITY may allow the TASK FORCE to waive this procedure.
8. Funds received under this AGREEMENT cannot be used for personal expenses of Board members, TASK FORCE staff members, or any individual except as set forth in this AGREEMENT.
9. Funds received under this AGREEMENT can only be used to defray expenses incurred according to the approved budget.

ARTICLE VII: ASSIGNMENT

The TASK FORCE shall not assign any interest in this Agreement, and shall not transfer any interest in the name (whether by assignment or novation) without the prior written approval of the AUTHORITY: Provided, however, that claims for money due or to become due the TASK FORCE from the AUTHORITY under this Agreement may be assigned to a bank,

trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the AUTHORITY.

ARTICLE VIII: ASSUMPTION OF LOSS AND LIABILITY

The TASK FORCE shall pay any and all debts for labor and materials contracted for and/or incurred by the TASK FORCE for the rental of any equipment hired by the TASK FORCE and for any expenses incurred on account of services to be performed under this AGREEMENT. The TASK FORCE shall hold the AUTHORITY, its officers, agents or employees harmless from any and all suits, and claims against them which may arise from any act or omission of the TASK FORCE, its agents or employees in the performance of this AGREEMENT. Notwithstanding the generality of the foregoing, the AUTHORITY shall remain liable for any loss incurred or claim arising by virtue of any act or omission by the AUTHORITY, its officers, agents or employees.

ARTICLE IX: MONITORING

The AUTHORITY reserves the right to monitor the performance of this AGREEMENT. The TASK FORCE will allow the AUTHORITY to do the following to the extent relevant and necessary to monitoring this AGREEMENT:

Examine payroll records, time cards, purchase orders, invoices, and other financial records; visit the administrative offices and interview personnel and employees; examine records or documentation relating to TASK FORCE personnel funded under this AGREEMENT, for the purpose of ensuring that accurate and timely financial and performance data are made available to the AUTHORITY.

The TASK FORCE agrees that the AUTHORITY shall have access, at reasonable times upon reasonable written notice to the TASK FORCE, to such TASK FORCE records pursuant to this AGREEMENT.

The TASK FORCE shall provide the information and access to information required by this Agreement, but shall not be required to divulge confidential information concerning any Columbia Point resident or TASK FORCE member or employee without his or her permission.

ARTICLE X: LIABILITY

The TASK FORCE is funded for the purposes and to the extent set forth in this AGREEMENT. The TASK FORCE relationship to the AUTHORITY for the purpose of work performed under this AGREEMENT shall be that of an independent contractor. The TASK FORCE shall have no capacity to involve the AUTHORITY in any contract nor to incur any liability on the part of the AUTHORITY. TASK FORCE agents or employees shall not be considered AUTHORITY employees for any purpose. The AUTHORITY shall not be liable for any personal injury to or death of the agents or employees of the TASK FORCE, provided, however, that any liability of the AUTHORITY to any employee or agent who is also a tenant, licensee or invitee or who is an agent or employee of the AUTHORITY shall be unaffected.

ARTICLE XI: TERMINATION OF THE AGREEMENT

Either party may terminate this AGREEMENT only for good cause or material breach upon thirty (30) days written notice. Notice shall include the reasons for the termination. The AUTHORITY shall pay the TASK FORCE for satisfactory performance under this AGREEMENT up to the date of termination. Upon receipt of a notice of termination, the TASK FORCE shall make no further expenditures under this AGREEMENT without prior written approval of the AUTHORITY.

ARTICLE XII: EQUAL EMPLOYMENT OPPORTUNITY

- (a) In the carrying out of the redevelopment, the TASK FORCE will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The TASK FORCE will take affirmative action to ensure that applicants are evaluated, and employees treated during employment, without regard to their race, creed, color, sex or national origin.
- (b) The TASK FORCE will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- (c) The TASK FORCE will incorporate the foregoing requirements in all of its contracts for redevelopment work and will require the contractor to also put such terms in any subcontract it or its subcontractors may make.

- (d) No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because he or she has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his or her employer.

ARTICLE XIII: INTEREST BY TASK FORCE MEMBERS

No Director of the TASK FORCE shall participate in any decision relating to this AGREEMENT affecting his or her personal interests or the interests of any corporation, partnership, or proprietorship in which he or she is directly or indirectly interested. No member, officer, agent, or employee of the TASK FORCE shall have any interest, direct or indirect, in any contract for property, materials, or services to be acquired by the TASK FORCE or furnished or used in connection with this AGREEMENT, during his or her tenure or for one year thereafter.

Notwithstanding the generality of the foregoing, nothing herein shall be construed as prohibiting the employment of any Columbia Point resident, whether or not a director, as a paid officer, agent or employee of the TASK FORCE, and any member may receive compensation in consideration of expenses which may actually be incurred, plus reimbursement for travel expenses actually incurred, in the discharge of his or her duties as such member in connection with the development or administration of this AGREEMENT.

ARTICLE XIV: NOTICE

Whenever under this Agreement any notice or other communication shall or may be given to either the AUTHORITY or the TASK FORCE, such notice shall be given as follows:

If to the AUTHORITY, addressed to it at City Hall, One City Hall Square, Boston, Massachusetts, Attention: Martha Bailey (or to such other address or addresses as may from time to time be designated by the AUTHORITY by like notice);

If to the TASK FORCE, addressed to it at 320 Mount Vernon Street, Dorchester, Massachusetts, 02108, Attention: Roger Taylor, President (or to such other address or addresses as may from time to time hereafter be designated by the TASK FORCE), with a copy to Goulston & Storrs, P.C., One Federal Street, Boston, Massachusetts 02110, Attention: Columbia Point Community Task Force.

The date of service of any written notice given under this Agreement shall be the date on which said notice is deposited with the United States mails, provided the same is delivered in the normal course, or on the date on which such notice is tendered for delivery by hand, whichever shall first occur.

BOSTON REDEVELOPMENT AUTHORITY
("AUTHORITY")

By: _____
Title: _____
Hereunto duly authorized

COLUMBIA POINT COMMUNITY TASK FORCE,
INC. ("TASK FORCE")

By: _____
Title: _____
Hereunto duly authorized

The Commonwealth of Massachusetts
PAUL GUZZI

EXHIBIT "A"

Secretary of the Commonwealth
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 180)

Incorporators

NAME	RESIDENCE
<i>Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.</i>	
Annette Bazley	15 Brandon Avenue, Dorchester, MA 02125
Linda Dowdy	19 Montpelier Rd., Dorchester, MA 02125
James Jackson	184 Monticello St., Dorchester, MA 02125
Ruby Jaundoo	15 Brandon Avenue, Dorchester, MA 02125
Annie Smith Lacy	40 Monticello St., Dorchester, MA 02125
Terry Mair	15 Montpelier Rd., Dorchester, MA 02125
Robert Rodriguez	350 Mt. Vernon St., Dorchester, MA 02125
Elizabeth Rowell	30 Monticello St., Dorchester, MA 02125

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

Columbia Point Community Task Force, Inc.

2. The purposes for which the corporation is formed are as follows:

- a. The charitable purposes of:

- (1) Achieving the revitalization of the Columbia Point public housing development in Boston and assisting the low income family, elderly and handicapped residents of the development in participating fully in that revitalization, thereby to provide decent housing and a decent living environment for low income people at Columbia Point and within the peninsula area ("the Area"). It is the purpose of the corporation in providing these services to relieve the poor, distressed, underprivileged and indigent of every race, religion and nationality by enabling them to secure the basic human right to a decent living environment and thus to lessen the burdens of government and promote the social welfare.

(continued on page 2A)

NOTE: If provisions for which the space provided under Articles 2, 3 and 4 is not sufficient, additions should be set out on continuation sheets to be numbered 2A, 2B, etc. Indicate under each Article where the provision is set out. Continuation sheets shall be on 8 1/2" x 11" paper and must have a left-hand margin 1 inch wide for binding. Only one side should be used.

Not applicable - one class of members

4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:—

a. The corporation shall have the following powers in furtherance of its corporate purposes:

- (1) The corporation shall have perpetual succession in its corporate name.
- (2) The corporation may sue and be sued.
- (3) The corporation may have a corporate seal which it may alter at pleasure.
- (4) The corporation may elect or appoint directors, officers, employees and other agents,, fix their compensation and define their duties and obligations.
- (5) The corporation may purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, construct, maintain and operate improvements on, employ, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated, and in an unlimited amount.
- (6) The corporation may solicit and receive contributions from any and all sources and may receive and hold, in trust or otherwise, funds received by gift or bequest.

(continued on pages 4A - 4E)

- (2) Providing decent housing in the Area for low income people who live there, and who live elsewhere and are in need of a suitable place to live, through rehabilitation of existing substandard buildings and construction of new housing in place of blighted structures or on blighted open land for the purpose of combatting the deterioration of the community and contributing to its physical improvement.
- (3) Providing decent housing in the Area without regard to race, religion or nationality for the purpose of eliminating prejudice and discrimination and lessening neighborhood tensions.
- (4) Engaging in and supporting related physical development in the Area -- such as street improvements and development and improvement of community, recreational and other necessary service facilities -- as will meet the needs of the area's low income persons and families of all races, religions and nationalities for the purpose of relieving the poor, combatting community deterioration and eliminating prejudice.

b. The educational purposes of:

- (1) Stimulating by its example and otherwise the improvement of the Area.
- (2) Stimulating by its example and otherwise a concern for the problems of low income residents of deteriorated public housing developments.

c. The corporation is formed solely for the above charitable and educational purposes; provided that it may have such other purposes as are permissible for a corporation organized under Chapter 180 of the Massachusetts General Laws and exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, as now in force or hereinafter amended ("the Code"), or corresponding provisions of any subsequent federal tax laws, and for a corporation contributions to which are deductible under Section 170(c)(2) of the Code or corresponding provisions of any subsequent federal tax laws.

- (7) The corporation may sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage, pledge, encumber or create a security interest in, all or any of its property, or any interest therein, wherever situated.
- (8) The corporation may purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, employ, sell, lend, lease, exchange, transfer, or otherwise dispose of, mortgage, pledge, use and otherwise deal in and with, bonds or other obligations, shares, or other securities or interests issued by others, whether engaged in similar or different business, governmental, or other activities.
- (9) The corporation may make contracts, give guarantees and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds and other obligations, and secure any of its obligations by mortgage, pledge or encumbrance of, or security interest in, all or any of its property or any interest therein, wherever situated.
- (10) The corporation may lend money, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested.
- (11) The corporation may do business, carry on its operations, and have offices and exercise all powers granted or permitted by Massachusetts General Laws, Chapter 180 (as such chapter may incorporate powers available under other chapters of the Massachusetts General Laws), as now in force or as hereafter amended, in any jurisdiction within or without the United States, although the corporation shall not be operated for the primary purpose of carrying on for profit a trade or business unrelated to its tax exempt purposes.
- (12) The corporation may pay pensions, establish and carry out pension, savings, thrift and other retirement, incentive and benefit plans, trusts and provisions for any or all of its employees.
- (13) The corporation may make contributions or donations to other organizations.

- (14) The corporation may be an incorporator of other corporations of any type or kind.
- (15) The corporation may be a partner in any business enterprise which it would have power to conduct by itself.
- (16) The directors may make, amend or repeal the by-laws in whole or in part, except with respect to any provision thereof which by law or the by-laws requires action by the members.
- (17) Meetings of the members may be held anywhere in the United States.
- (18) The corporation may have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is formed. No such power nor any of the power enumerated above shall be exercised for the furtherance of any other purpose. Further, no such power shall be exercised in a manner inconsistent with Massachusetts General Laws, Chapter 180 or any other chapter of the General Laws of the Commonwealth or Section 501(c)(3) of the Internal Revenue Code.

b. No part of the assets of the corporation and no part of any net earnings of the corporation shall be divided among or inure to the benefit of any officer or director of the corporation or any private individual or be appropriated for any purposes other than the purposes of the corporation as herein set forth; and no substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

c. It is intended that the corporation shall be entitled to exemption from federal income tax under Section 501(c)(3) of the Code, or corresponding provisions of any subsequent federal tax laws, and shall not be a private foundation under Section 509(a) of the Code, or corresponding provisions of any subsequent federal tax laws. In the event that the corporation is now or ever becomes a private foundation as that

term is defined in Section 505 of the Code, or corresponding provisions of any subsequent federal tax laws, then notwithstanding any other provisions of the articles of organization or the by-laws of the corporation, the following provisions shall apply:

- (1) The corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code or corresponding provision of any subsequent federal tax laws.
- (2) The corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code or corresponding provisions of any subsequent federal tax laws.
- (3) The corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Code or corresponding provisions of any subsequent federal tax laws.
- (4) The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code or corresponding provisions of any subsequent federal tax laws.
- (5) The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Code or corresponding provisions of any subsequent federal tax laws.

d. The corporation shall, to the extent legally permissible and only to the extent that the status of the corporation as an organization exempt under Section 501(c)(3) of the Internal Revenue Code is not affected thereby, indemnify each of its directors, officers, employees and other agents (including persons who serve at its request as directors, officers, employees or other agents of another organization in which it has an interest) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which

he may be threatened, while in office or thereafter, by reason of his being or having been such a director, officer, employee or agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such director, officer, employee or agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification: (a) by a disinterested majority of the directors then in office; or (b) by a majority of the disinterested directors then in office, provided that there has been obtained an opinion in writing of independent legal counsel to the effect that such directors, officer, employee or agent appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; or (c) by a majority of the disinterested members entitled to vote, voting as a single class. Expenses including counsel fees, reasonably incurred by any such director, officer, trustee, employee or agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the undertaking by such individual to repay the amounts so paid to the corporation if he shall be adjudicated to be not entitled to indemnification under Massachusetts General Laws, Chapter 180, Section 6. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director, officer, employee or agent may be entitled. Nothing contained herein shall affect any rights to indemnification to which corporate personnel may be entitled by contract or otherwise under law. As used in this paragraph, the terms "directors", "officers", "employee" and "agent" include their respective heirs, executors and administrators, and an "interested" director is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.

ARTICLES OF ORGANIZATION

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e. Except as otherwise required by law, upon the liquidation, dissolution or winding up of the affairs of the corporation, after its debts and obligations have been disposed of or due provision therefor has been taken by the corporation by the affirmative vote of at least two-thirds of the members of the corporation or by a court in Massachusetts having jurisdiction in such matters, all assets of the corporation shall be transferred to such organization or organizations organized and operated exclusively for charitable or educational purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code of corresponding provisions of any subsequent federal tax laws as the corporation shall determine by the affirmative vote of at least two-thirds of the members of the corporation or by a court in Massachusetts having jurisdiction in such matters.

f. Except as otherwise required by law, these articles of organization may be amended from time to time by the affirmative vote of at least two-thirds of the members of the corporation; provided that no amendment shall authorize or permit the corporation to be operated otherwise than exclusively for such educational or charitable purposes as qualify the corporation for exemption from taxation under Section 501(c)(3) of the Code or corresponding provisions of any subsequent federal tax laws.

*May want
to change
when change
membership 8/77*

6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later as is desired, say _____, (not more than _____ days after date of filing.)

7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:
Room 1094, 34 Montpelier Street
Dorchester, MA 02125

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
President: Terry Mair	15 Montpelier Rd.,	Dorchester, MA 02125
Vice Pres: Robert Rodriguez	350 Mt. Vernon St.,	Dorchester, MA 02125
Treasurer: Ruby Jaundoo	15 Brandon Avenue,	Dorchester, MA 02125
Clerk: Annie Smith Lacy	40 Monticello St.,	Dorchester, MA 02125

Directors: (or officers having the powers of directors)

Annette Bazley	Joseph Lacy
Mattie Burton	Terry Mair
Mattie DeLoach	Robert Rodriguez
Linda Dowdy	Elizabeth Rowell
James Jackson	Esther Santos
Ruby Jaundoo	Annie Smith Lacy
Rose Jolley	Anita Thompson
Theora Jones	

c. The date initially adopted on which the corporation's fiscal year ends is:

December 31.

d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:
the third Tuesday in April

e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF and under the penalties of perjury the above-named INCORPORATOR(S) sign(s) these Articles of Organization this _____ day of _____, 1978

I/We the below signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years; I/We do hereby further certify that to the best of my/our knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.

Annie Smith Lacy Elizabeth Rowell
Annette Bazley Terry Mair
Linda Dowdy, Ruby Jaundoo, Robert Rodriguez
James Jackson

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

DEC 1 - 1978

CORPORATION DIVISION
SECRETARY'S OFFICE

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
GENERAL LAWS, CHAPTER 180

A TRUE COPY ATTEST

Paul Guzzi

PAUL GUZZI
SECRETARY OF THE COMMONWEALTH
DATE 1-1-78 CLERK *[Signature]*
(THIS CERTIFICATION STAMP REPLACES
OUR PREVIOUS CERTIFICATION SYSTEM.)

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this 12 day of Dec. 19 78.

P. O. Guzzi

PAUL GUZZI

Secretary of the Commonwealth

Effective date

TO BE FILLED IN BY CORPORATION

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT

TO:

Terry Mair

Columbia Point Community Task Force, Inc.

Room 1094, 34 Montpelier Road

Dorchester, MA 02125

Telephone (617) 265-3320

Filing Fee \$30.00

Copy Mailed

BY-LAWS
OF
COLUMBIA POINT COMMUNITY TASK FORCE, INC.

BY-LAWS

ARTICLE I

Name, Purposes, Officers and Seal

1.1 Name: The name of the corporation shall be Columbia Point Community Task Force, Inc. (the "Corporation").

1.2 Purposes: The purpose of the Corporation shall be to achieve the revitalization of the Columbia Point public housing development in Boston and provision of decent housing and related improvements on the peninsula for low income people of all races, religions and nationalities, all as more specifically set forth in the Articles of Organization of the Corporation.

1.3 Offices: The principal office of the Corporation shall be located at that address in the Commonwealth of Massachusetts as set forth in the Articles of Organization of the Corporation. The Corporation may change said location or have offices at such other places as the Board of Directors may determine from time to time.

1.4 Seal: The seal of the Corporation shall consist of a circular die bearing the words "Massachusetts," the name of the Corporation and the year of organization of the Corporation. The seal may be altered from time to time by a vote of the majority of the Board of Directors.

ARTICLE II

Members

2.1 Number, Election and Qualification: Membership shall be limited to those eight residents of the Columbia Point public housing development ("Columbia Point") who are elected by the residents of Columbia Point in an election to be held in the first week of April in each even numbered year. No member shall be less than eighteen years of age or shall work for the Boston Housing Authority ("BHA") in a Grade 8 position or above or as a BHA board member.

Members shall meet no later than January 10th in each election year to plan for the forthcoming election. The Members shall supervise the elections and shall investigate any claim of fraudulent elections and report their findings to a Special Meeting of the Members called for that purpose. The Members shall insure that the residents are presented with a list of at least eight nominees who are as nearly as is practical representative of the different housing locations within Columbia Point. To be nominated, a candidate must present to the Members a petition signed by a minimum of twenty-five (25) residents of Columbia Point at least ten (10) days before the election. Election irregularities may be appealed to the Members who supervised the election, who, by a two-thirds vote, may overturn a contested election and schedule another election. All residents of Columbia Point eighteen years of age or older shall be eligible to vote in elections of members of the Corporation.

2.2 Tenure: Each member shall hold office for two years until his or her successor is elected and qualified, or until he or she sooner dies, resigns, is removed or becomes disqualified.

2.3 Duties and Powers: In addition to such other duties and powers as may be vested in them by ~~law~~ by the Articles of Organization of the Corporation, or elsewhere in these By-Laws, the members shall:

- (a) Meet at least once each month;
- (b) Hold a general meeting of residents of Columbia Point at least twice each year;
- (c) Elect the directors of the Corporation;
- (d) Assist in carrying out the duties of the Corporation. If any Member refuses to do so his or her refusal shall be basis for removal; and
- (e) Keep records in their files to pass on to future Members when needed and brief new Members as to their status and be available for a period of at least thirty (30) days after an election of new Members in order to insure the progress of the new Members.

2.4 Suspension, Removal and Disqualification: A Member may be suspended or removed for just cause by a vote of a majority of Members then in office. Just cause should include, at least, failure to carry out the duties of a Member set out in these by-laws or taking action harmful to the Corporation or to residents of Columbia Point. A Member may be removed with cause only after reasonable notice and opportunity to be heard. A Member who moves out of Columbia Point shall be disqualified from continuing as a Member of the Corporation.

2.5 Resignations, Vacancies: A Member may resign by delivering his or her written resignation to the President or Clerk of the Corporation or to the Corporation at its principal office. Any such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

The Members shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number. If the number of Members drops below two, an emergency election shall be held to fill all vacancies until the next scheduled election.

2.6 Annual Meeting: The Annual Meeting of the Members shall be held on the fourth Monday of April of each year, at the principal office of the Corporation (or if that date is a legal holiday, then at the same place on the next succeeding day not a legal holiday, at the hour set by the President, for the purposes of (a) electing Directors, (b) receiving the President's annual report, (c) establishing or amending basic policies concerning the structure and operation of the Corporation and (d) for the transaction of such other business as may properly come before such meeting. Except as provided otherwise by law, any business may be transacted at the Annual Meeting regardless of whether the notice calling such a meeting had contained a reference thereto. No change in the date fixed in these By-Laws for the Annual Meeting shall be made within sixty days before

the date stated herein. Notice of any change of the date fixed in these By-Laws for the Annual Meeting shall be given to all members at least fourteen days before the new date fixed for such meeting. If no Annual Meeting is held as hereinabove required, a special meeting may be held with the full force and effect of an Annual Meeting.

2.7 Regular Meetings: Regular meetings of the Members may be held at such places within the United States and at such times as the Members may determine.

2.8 Special Meetings: Special Meetings of the Members of the Corporation shall be held when called (a) by the President, Treasurer or two (2) Directors, or (b) by the Clerk pursuant to written request for such meeting by Members entitled to at least two votes. Notice of the time, place and purpose of Special Meetings shall be given by the President or Clerk to each Member by telephone one day in advance or, failing this, by letter, mail or telegram.

2.9 Notice of Meeting: Notice of the time, place and purpose of Annual and Regular Meetings of Members shall be given to each Member not less than seven (7) nor more than thirty (30) days prior to the meeting. Such notices shall be given in person or by mail at the address for each Member which appears on the membership list of the Corporation. It shall be the duty of each Member to furnish the Clerk his or her post office address and to notify the Clerk of any change therein.

Whenever notice of an Annual, Regular or Special Meeting is required, such notice need not be given to any Member if a written waiver of notice, executed by him or her (or his or her attorney thereunto authorized) before or after the meeting is filed with the records of the meeting. A waiver of notice need not specify the purposes of the meeting unless such purposes were required to be specified in the notice of such meeting.

2.10 Quorum: At any meeting of the Members a majority of the Members then in office (whether present in person or duly represented) shall constitute a quorum. Any meeting may be adjourned to such date or dates not more than 90 days after the first session of the meeting by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

2.11 Action by Vote: Each Member shall have one vote. When a quorum is present at any meeting, a majority of the votes properly cast by Members present in person or duly represented shall decide any question, including election to any office, unless otherwise provided by law, the Articles of Organization, or these By-Laws.

2.12 Action Without a Meeting: Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if all Members entitled to vote on the matter consent to the action in writing and the written consents are

filed with the records of the meetings of the Members. Such consents shall be treated for all purposes as a vote at a meeting.

2.13 Proxies: Members may vote either in person or by written proxy dated not more than six months before the meeting named therein, which proxies shall be filed before being voted with the Clerk or other person responsible for recording the proceedings of the meeting. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of the meeting, but the proxy shall terminate after the final adjournment of such meeting.

2.14 Auxiliary and Advisory Members: The Members may elect, at an Annual, Regular, or Special Meeting, Auxiliary or Advisory Members. Any resident of Columbia Point who works with the Members and is supportive of the Corporation's programs and activities may be elected an Auxiliary Member. Any person, not a resident of Columbia Point, who works with the Corporation in a positive and supportive manner may be elected an Advisory Member.

ARTICLE III

Directors

3.1 Number and Election: The Members annually at their Annual Meeting shall fix the number of Directors and shall elect the number of Directors so fixed. At any Special or Regular meeting, the Members then in office may increase the number of Directors and elect new Directors to complete the number so fixed; or they may decrease the number of Directors, but only to eliminate vacancies existing by reason of the death, resignation, removal or disqualification of one or more Directors. A Director must be a Member, an Auxiliary Member or an Advisory Member of the Corporation. In the event that any Director of the Corporation ceases to be a Member, an Auxiliary Member, or an Advisory Member of the Corporation, then such shall constitute automatic resignation as a Director of the Corporation.

3.2 Tenure: Each Director shall hold office until the next Annual Meeting of Members and until his successor is elected and qualified, or until he or she sooner dies, resigns, is removed or becomes disqualified.

3.3 Powers: The Directors shall be responsible for the general welfare of the Corporation and shall conduct the business of the Corporation so as to give effect to the purposes of the Corporation stated in the Articles of Organization. The

property, affairs, and business of the Corporation shall be managed and conducted by the Board of Directors who may exercise all the powers of the Corporation except those powers reserved to the Members by law, the Articles of Organization or these By-Laws. The Directors shall act only as a Board and individual Directors shall have no power to act for the Corporation.

3.4 Committees: The Directors may elect or appoint one or more committees and may delegate to any such committee or committees any or all of their powers. Any committee to which the powers of the Directors are delegated shall consist solely of Directors. Unless the Directors otherwise designate, committees shall conduct their affairs in the same manner as is provided in these By-Laws for the Directors. The members of any committee shall remain in office at the pleasure of the Directors.

3.5 Suspension or Removal: A Director may be suspended or removed (a) with or without cause by vote of a majority of the Members then in office or (b) with cause by vote of a majority of the Directors then in office. A Director may be removed with cause only after reasonable notice and opportunity to be heard.

3.6 Resignation: A Director may resign by operation of these By-Laws or by delivering his written resignation to the President, Treasurer or Clerk of the Corporation, to a meeting of the Members or Directors or to the Corporation at its principal

office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states.

3.7 Vacancies: If the office of any Director becomes vacant by reason of resignation, removal, death or otherwise, the remaining Directors, although more or less than a quorum, by a majority vote of such remaining Directors may elect a successor or successors who shall hold office for the unexpired term unless the Members vote a new Director to fill such unexpired term, whether before or after the Directors have filled such unexpired term. The Directors shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number.

3.8 First Meeting: Immediately following each annual election of Directors, the newly elected Board shall meet at the same place as the meeting of Members, for the purpose of ~~organization~~ ~~electing officers~~, and for the transaction of other business that may properly come before such meeting, and no further notice to the newly elected Directors of such meeting shall be necessary in order to legally constitute the meeting, provided a quorum be present.

3.9 Regular Meetings: Regular Meetings of the Directors may be held at such places and at such times as the Directors may determine.

3.10 Special Meetings: Special Meetings of the Board may be called by the President on one(1) days' telephone notice to each Director, which notice shall be given personally or failing this, delivered by letter, mail or telegram. Special Meetings shall be called by the Clerk in like manner and on like notice, on written request of any two Directors.

3.11 Notice of Meeting: Notice of the time and place of all Regular Meetings of Directors shall be given to each Director not less than seven (7) nor more than thirty (30) days prior to the meeting. Such notices shall be given in person or by mail as such address appears on the records of the Corporation. It shall be the duty of each Director to furnish to the Clerk his or her post office address and to notify the Clerk of any change therein.

Whenever notice of a Special or Regular Meeting is required, such notice need not be given to any Director if a written waiver of notice, executed by him or her (or his or her attorney thereunto authorized) before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A waiver of notice need not specify the purposes of the meeting unless such purposes were required to be specified in the notice of such meeting.

3.12 Quorum: At all meetings of the Board of Directors, the lesser of (a) five Directors and (b) a majority of the total number of Directors then in office (whether present in person or duly represented) shall be necessary and sufficient to constitute a quorum for the transaction of business. Each Director shall have one (1) vote, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law or herein. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than an announcement at said meeting which shall be so adjourned.

3.13 Proxies: Directors may vote either in person or by written proxy dated not more than six months before the meeting named therein, which proxies shall be filed before being voted with the Clerk or other person responsible for recording the proceedings of the meeting. Unless otherwise specifically limited by their terms, such proxies shall entitle holders thereof to vote at any adjournment of the meeting, but the proxy shall terminate after the final adjournment of such meeting.

3.14 Action by Vote: When a quorum is present at any meeting, a majority of the Directors present and voting shall decide any question, including election of officers, unless otherwise provided by law, the Articles of Organization, or these By-Laws.

3.15 Action by Writing: Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

ARTICLE IV

Officers and Agents

4.1 Number and Qualification: The officers of the Corporation shall be a President, Treasurer, Clerk and such other officers, if any, as the Directors may determine. The Corporation may also have such agents, if any, as the Directors may appoint. An officer shall be a Director of the Corporation. In the event that any officer of the Corporation ceases to be a Director of the Corporation, then such shall constitute automatic resignation as an officer of the Corporation. The Clerk shall be a resident of Massachusetts.

A person may hold more than one office at the same time. If required by the Directors, any officer shall give the Corporation a bond for the faithful performance of his or her duties in such amount and with such surety or sureties as shall be satisfactory to the Directors.

4.2 Election: The President, Treasurer and Clerk shall be elected annually by the Directors at their First Meeting following the Annual Meeting of the Members. Other officers, if any, may be elected by the Directors at any time.

4.3 Tenure: -The President, Treasurer and Clerk shall each hold office until the First Meeting of the Directors and until a successor is chosen and qualified: and each other officer shall hold office until the First Meeting of the Directors unless a shorter period shall have been specified by the terms of the election or appointment, or in each case, until the person sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain authority at the pleasure of the Directors.

4.4 President: The President shall be the chief executive of the Corporation and shall, when present, preside at all meetings of the Members and at all meetings of the Board of Directors, except as the Members or Directors otherwise determine. The President shall have general charge and supervision of the affairs of the Corporation and, as chief officer, execute and uphold the By-Laws. He or she shall perform the duties of the Treasurer in the Treasurer's absence and shall annually prepare a full and true statement of the affairs of the Corporation which shall be submitted at the Annual Meeting of the Members; and, in general, shall supervise the work of the Corporation and perform such other duties as from time to time may be assigned by the Board of Directors.

4.5 Vice President: The Board of Directors may create offices of Vice President for particular functions and elect people to fill these positions for a period of time not to exceed one year or until the First Meeting of the Directors.

4.6 Treasurer: The Treasurer shall be the chief financial officer and the chief accounting officer of the Corporation. He or she shall be in charge of its financial affairs, funds, securities and valuable papers and shall keep full and accurate records thereof. The Treasurer shall also be in charge of its books of account and accounting records, and of its accounting procedures and shall have such other duties and powers as designated by the Directors or the President.

The Treasurer shall have charge of the corporate seal; shall deposit all funds of the Corporation in such depositories as may be selected by the Board of Directors, and pay all bills and collect all monies due the Corporation; and shall keep or cause to be kept full and accurate books of accounts of all money received and paid out on behalf of the Corporation, which books and accounts shall be open to the inspection of each Officer and Director of the Corporation.

The Treasurer shall render to the Board of Directors or to auditors appointed by the Board at least once in each year, a trial balance showing the assets and liabilities of the Corporation.

The Treasurer shall undertake the duties of the President in the event of the President's unavailability or until such time as the Board of Directors shall determine.

The Treasurer shall undertake and perform any other duties as may be assigned to him by the Board of Directors.

4.7 Clerk: The Clerk shall record and maintain records of all proceedings of the Members and Directors in a book or series of books kept for that purpose, which book or books shall be kept within the Commonwealth at the principal office of the Corporation or at the office of its Clerk or of its resident agent and shall be open at all reasonable times to the inspection of any Member or Director. Such book or books shall also contain records of all meetings of the incorporators and the original, or attested copies, of the Articles of Organization and By-Laws and names of all Members and Directors and the address of each. If the Clerk is absent from any meeting of Members or Directors, a temporary clerk chosen at the meeting shall exercise the duties of the Clerk at the meeting.

4.8 Suspension or Removal: An officer may be suspended or removed with or without cause by a majority of Directors then in office at any Special meeting called for such purpose or at any Regular meeting. An officer may be removed with cause only after reasonable notice and opportunity to be heard.

4.9 Resignation: An officer may resign by operation of these By-Laws or by delivering his or her written resignation to the President, Treasurer or Clerk of the Corporation, to a meeting of the Members or Directors, or to the Corporation at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time); and acceptance thereof shall not be necessary to make it effective unless it so states.

4.10 Vacancies: If the office of any officers becomes vacant, the Directors may elect a successor. Each such successor shall hold office for the unexpired term, and in the case of the President, Treasurer and Clerk until a successor is elected and qualified, or in each case until the person sooner dies, resigns, is removed or becomes disqualified.

ARTICLE V

Miscellaneous

5.1 Execution of Instruments: All deeds, leases, contracts, transfers, bonds, notes, checks, drafts and other instruments for the payment of money drawn or endorsed in the name of the Corporation shall be signed by the President and the Treasurer except as the Board of Directors may generally or in particular cases otherwise determine.

5.2 Amendments: These By-Laws may be altered, amended or repealed in whole or in part by vote of a majority of the Directors then in office, except with respect to any provision thereof which by law, the Articles of Organization or these By-Laws requires action by the Members. Not later than the time of giving notice of the meeting of Members next following the making, amending or repealing by the Directors of any By-Laws, notice thereof stating the substance of such change shall be given to all Members. The Members may alter, amend or repeal any By-Laws adopted by the Directors or otherwise or adopt, alter, amend or repeal any provision which by law, the Articles of Organization or these By-Laws requires action by the Members.

5.3 Personal Liability: The Members, Directors, officers, employees and other agents of the Corporation shall not be personally liable for any debt, liability or obligation of the

Corporation. All persons, corporation or other entities extending credit to, contracting with, or having any claim against, the Corporation, may look only to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Corporation.

5.5 Fiscal Year: The fiscal year of the Corporation, unless otherwise decided by the Directors, shall commence on January first of each year and end on December thirty-first.

DIRECTOR/ADMINISTRATORJob Description

1. Principal negotiator with Private Developers, Boston Housing Authority and Boston Redevelopment Authority.
 - a. Works with Private developers to ensure that Columbia Point Task Force is a full, equal and active partner in the Development Team.
 - b. Works with Boston Housing Authority and Boston Redevelopment Authority to ensure that all resident rights and guarantees are maintained and enforced.
 - c. Reports to the Task Force on negotiations with Private Developers and Public Agencies.
 - d. Reports to the general community on progress of the development and progress of the negotiations.
- II. Responsible for the enforcement of affirmative action and seeing that Columbia Point residents are hired in all aspects of the development.
 - a. Liaison with Arthur Bright staff to see that affirmative action goals are met.
 - b. Works with others agencies and Housing Opportunities Unlimited to see that residents are trained and prepared for work.
 - c. Works with Management and Resident Services to see that residents are hired in aspects of the development other than Construction.
- III. Member of Columbia Point Governing Board.
 - a. Works with Assistant Administrator for Columbia Point and Govering Board Members from Private Developers to oversee all aspects of the development.
 - b. Reviews Management Policy and Procedures.
 - c. Ensures Construction is on schedule and quality of work is maintained.
 - d. Reviews possible evictions and sits in on hearings to see if these evictions should proceed.

IV. Coordinates Board Training

- a. Work with on site consultant to review training of the Board.
- b. After training, work with consultants and others to see that Board receives any further training it needs.

V. Principal negotiator wiht other members of the Development Team on matters of design.

- a. Work with Princial Architect to see that design of new development meets needs of Columbia Point Residents.
- b. Acts as negotiator with other architects on site.
- c. Works to ensure bedroom size mix is sufficient to meet needs of residents.

IV. Acts as principal spokesperson for Columbia Point Task Force Community.

- a. Does interview and prepares press relaeases for Task Force.
- b. Work with the Peninsula Committee and other community groups as spokeperson for Columbia Point Community.

VII. Responsible for management of Columbia Point Task Force Office.

- a. Supervises activities of Assistant Administrator and Office Assistant.
- b. Responsible for seeing that office is run in an efficient and orderly manner.

VIII. Responsible for ensuring that sufficient subsidies are obtained to meet needs of Columbia Point residents.

- a. Works with the attorneys to ensure subsidies.

ASSISTANT ADMINISTRATOR

JOB DESCRIPTION

- I. Responsible for Coordiantor of Task Force Board.
 - a. Works with Task Force members to ensure smooth working Board.
 - b. Coordinates activities of Task Force Board sub-committees. Works with committee members on the preparation and dissemination of committee reports.
 - c. Works with the Task Force Director and on site consultants on the training of the Task Force Board.
 - d. Coordinate out-reach and community contact done by the Task Force Board.
 - e. Establishes agenda for Task Force meetings along with Director.
- II. Responsible for overall coordination of Resident Service Matrix Committee.
 - a. Works with the community on-site agencies and Resident Service staff to identify appropriate residents participation on committee.
 - b. Sees that Committees agenda and goals pertain to critical issues at Columbia Point.
 - c. Works with committee chairmen to ensure appropriate flow of information from the Task Force to the communities and to the community.
 - d. Ensures that concerns identified through the committee chairmen process are placed on Task Force agenda and appropriate responses reach the committee.
- III. Responsible for the Task Force role in organization of Columbia Point residents.
 - a. Works with Director and other Task Force members to ensure that regular meetings are held with the general community and that they are properly advertised throughout the community.
 - b. Responsible for working with Task Force members and committees to provide Task Force sponsored social and recreational activities for the community that will strengthen and develop community participation.

- c. Responsible for working with the Director to ensure that private developers, and consultants and others involved in the redevelopment of Columbia Point report regularly to the community.
- d. Responsible for monitoring and implementation of the acceptance and resident guarantees.

IV. Member of Columbia Point Geoverning Board.

- a. Work with Director Administrator for Columbia Point and two Governing Board Members from Private Developers to oversee all aspects of the development.
- b. Reviews Management Policy and Procedures.
- c. Ensures Construction is on schedule and quality of work is maintained.
- d. Reviews possible evictions and sits in on hearings to see if these evictions should proceed.

V. Principal liaison to Resident Service and Relocation Programming.

- a. Works with on-site Consultants regarding the Columbia Point Community.
- b. Works with relocation staff and Private Developers to ensure that relocation plans best meet the needs of the Columbia Point residents.
- c. Works with Resident Service Staff and Consultants to ensure that the approved Social Service plan is implemented.
- d. Acts as principal Task Force spokesperson to Columbia Point agencies. Attends the meetings and acts as liaison between agencies and Columbia Point Task Force.

VI. Responsible for bookkeeping and accounting of Columbia Point Financial records.

- a. Works with attorney to set up and maintain budgeting, bookkeeping, etc.
- b. Responsible for writing of checks to staff members and approved consultants.
- c. Responsible for writing checks for appropriate office expenses and keeping records of invoices, etc.
- d. Work with approved accountant on preparation of State and Federal income tax forms.

e. Responsible for handling petty cash.

VII. Acts as assistant and resource to the Director/Administrator of Columbia Point.

a. Attends meetings that the Director are unable to attend.

b. Works as a resource in areas of subsidies, neighborhood meetings and legal services, (Task Force Lawyers, (G.B.L.S.) and Federal Auditors.

EXHIBIT "B"

COLUMBIA POINT COMMUNITY TASK FORCE
REDEVELOPMENT BUDGET
FOR TWELVE MONTH PERIOD

ADMINISTRATION:

STAFF:	1 Director/Administrator	\$ 30,000.00
	1 Assistant Administrator/Budget Officer	22,000.00
	1 Office Assistant/Secretary 40 hours/week at \$6/hour	12,480.00
	1 Part Time Fund Raiser	5,000.00
	FICA, etc., for above	9,672.00
	Blue Cross/Shield for above (3 family plans at \$202/month)	7,272.00
OFFICE:	Supplies	1,000.00
	Telephone - 3 lines at \$50/mo/line	1,800.00
	Answering Service \$20/month	240.00
	Postage \$40/month	480.00
	Printing/Copying ¹ \$100/month	1,200.00
	Maintenance \$30/month	360.00
	Insurance \$50/month	600.00
	Child Care \$160/month	1,920.00
	Transportation \$100/month	1,200.00
	Election: materials and organization	2,000.00
MISC:	Furniture & Equipment ²	2,940.00
	T.F. Special Outreach Meetings	2,000.00
	Petty Cash	1,000.00
	Training	3,000.00

YEARLY ADMINISTRATION TOTAL \$106,164.00

CONSULTANT SERVICES:

ACCOUNTING :

Bookkeeping advice; review of books:³
10/hr/mo x \$15/hr. 1,950.00

ARCHITECTURAL
& DESIGN :

\$2,200/month 27,000.00

MANAGEMENT & FINANCIAL

Assuming \$40/hour x 12/hour week 24,000.00

LEGAL

Disbursements⁴ 5,000.00

YEARLY CONSULTANT TOTAL \$ 57,950.00

TOTAL BUDGET \$164,114.00

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- 1) Includes sharing leased office copier.
 - 2) See detail on attached sheet; detail assumes some additional furniture & equipment provided by private partners.
 - 3) Year end quarter requires additional 10 hours for yearly review of books not included in monthly budget amount.
 - 4) Time expended will be collected from funds available from mortgage loan proceeds.

FURNITURE & EQUIPMENT

I. One Time Purchases: (Price Approximate)

1	IBM Typewriter	\$ 850.00
2	Calculators (desk model with tape)	150.00
1	Calculator (hand held)	10.00
2	Cassette Recorders	200.00
3	Desk Chairs	475.00
1	Conference Table	250.00
2	Locking File Cabinets (4 drawer)	500.00

SUBTOTAL	<u>\$2,435.00</u>
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II. Monthly Charges:

1	Coffee Service (\$42.00 month x 12 mos.)	<u>504.00</u>
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ANNUAL TOTAL	<u>\$2,939.00</u>
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SUMMARY OF FUNDING SOURCES

<u>Items</u>	<u>Total Budget Amounts</u>	<u>BRA</u>	<u>Other</u>
Personnel	86,424	45,076	41,348
Equipment	2,940		2,940
Operating	16,800	11,924	4,876
Consultant Services	<u>57,950</u>	<u> </u>	<u>57,950</u>
Totals	164,114	57,000	107,114

DIRECTOR/ADMINISTRATOR

Job Description

- I. Principal negotiator with Private Developers, Boston Housing Authority and Boston Redevelopment Authority.
 - a. Works with Private developers to ensure that Columbia Point Task Force is a full, equal and active partner in the Development Team.
 - b. Works with Boston Housing Authority and Boston Redevelopment Authority to ensure that all resident rights and guarantees are maintained and enforced.
 - c. Reports to the Task Force on negotiations with Private Developers and Public Agencies.
 - d. Reports to the general community on progress of the development and progress of the negotiations.

- II. Responsible for the enforcement of affirmative action and seeing that Columbia Point residents are hired in all aspects of the development.
 - a. Liaison with Arthur Bright staff to see that affirmative action goals are met.
 - b. Works with others agencies and Housing Opportunities Unlimited to see that residents are trained and prepared for work.
 - c. Works with Management and Resident Services to see that residents are hired in aspects of the development other than Construction.

- III. Member of Columbia Point Governing Board.
 - a. Works with Assistant Administrator for Columbia Point and Govering Board Members from Private Developers to oversee all aspects of the development.
 - b. Reviews Management Policy and Procedures.
 - c. Ensures Construction is on schedule and quality of work is maintained.
 - d. Reviews possible evictions and sits in on hearings to see if these evictions should proceed.

IV. Coordinates Board Training

- a. Work with on site consultant to review training of the Board.
- b. After training, work with consultants and others to see that Board receives any further training it needs.

V. Principal negotiator wiht other members of the Development Team on matters of design.

- a. Work with Princial Architect to see that design of new development meets needs of Columbia Point Residents.
- b. Acts as negotiator with other architects on site.
- c. Works to ensure bedroom size mix is sufficient to meet needs of residents.

IV. Acts as principal spokesperson for Columbia Point Task Force Community.

- a. Does interview and prepares press relaeases for Task Force.
- b. Work with the Peninsula Committee and other community groups as spokeperson for Columbia Point Community.

VII. Responsible for management of Columbia Point Task Force Office.

- a. Supervises activities of Assistant Administrator and Office Assistant.
- b. Responsible for seeing that office is run in an efficient and orderly manner.

VIII. Responsible for ensuring that sufficient subsidies are obtained to meet needs of Columbia Point residents.

- a. Works with the attorneys to ensure subsidies.

ASSISTANT ADMINISTRATOR

JOB DESCRIPTION

- I. Responsible for Coordinator of Task Force Board.
 - a. Works with Task Force members to ensure smooth working Board.
 - b. Coordinates activities of Task Force Board sub-committees. Works with committee members on the preparation and dissemination of committee reports.
 - c. Works with the Task Force Director and on site consultants on the training of the Task Force Board.
 - d. Coordinate out-reach and community contact done by the Task Force Board.
 - e. Establishes agenda for Task Force meetings along with Director.
- II. Responsible for overall coordination of Resident Service Matrix Committee.
 - a. Works with the community on-site agencies and Resident Service staff to identify appropriate residents participation on committee.
 - b. Sees that Committees agenda and goals pertain to critical issues at Columbia Point.
 - c. Works with committee chairmen to ensure appropriate flow of information from the Task Force to the communities and to the community.
 - d. Ensures that concerns identified through the committee chairmen process are placed on Task Force agenda and appropriate responses reach the committee.
- III. Responsible for the Task Force role in organization of Columbia Point residents.
 - a. Works with Director and other Task Force members to ensure that regular meetings are held with the general community and that they are properly advertised throughout the community.
 - b. Responsible for working with Task Force members and committees to provide Task Force sponsored social and recreational activities for the community that will strengthen and develop community participation.

- c. Responsible for working with the Director to ensure that private developers, and consultants and others involved in the redevelopment of Columbia Point report regularly to the community.
- d. Responsible for monitoring and implementation of the acceptance and resident guarantees.

IV. Member of Columbia Point Geoverning Board.

- a. Work with Director Administrator for Columbia Point and two Governing Board Members from Private Developers to oversee all aspects of the development.
- b. Reviews Management Policy and Procedures.
- c. Ensures Construction is on schedule and quality of work is maintained.
- d. Reviews possible evictions and sits in on hearings to see if these evictions should proceed.

V. Principal liaison to Resident Service and Relocation Programming.

- a. Works with on-site Consultants regarding the Columbia Point Community.
- b. Works with relocation staff and Private Developers to ensure that relocation plans best meet the needs of the Columbia Point residents.
- c. Works with Resident Service Staff and Consultants to ensure that the approved Social Service plan is implemented.
- d. Acts as principal Task Force spokesperson to Columbia Point agencies. Attends the meetings and acts as liaison between agencies and Columbia Point Task Force.

VI. Responsible for bookkeeping and accounting of Columbia Point Financial records.

- a. Works with attorney to set up and maintain budgeting, bookkeeping, etc.
- b. Responsible for writing of checks to staff members and approved consultants.
- c. Responsible for writing checks for appropriate office expenses and keeping records of invoices, etc.
- d. Work with approved accountant on preparation of State and Federal income tax forms.

e. Responsible for handling petty cash.

VII. Acts as assistant and resource to the Director/Administrator of Columbia Point.

a. Attends meetings that the Director are unable to attend.

b. Works as a resource in areas of subsidies, neighborhood meetings and legal services, (Task Force Lawyers, (G.B.L.S.) and Federal Auditors.

